

Electronically Recorded

Official Public Records

Tarrant County Texas

9/20/2010 3:29 PM

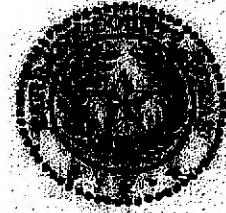
D210230524



Suzanne Henderson

PGS 12 \$60.00

Submitter: SIMPLIFILE



CHESAPEAKE ENERGY CORP.  
ATTN: RECORDING TEAM  
P.O. Box 18496  
Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

---

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

ELECTRONICALLY RECORDED  
BY SIMPLIFILE

By: \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS                   §  
COUNTY OF TARRANT         §      KNOW ALL MEN BY THESE PRESENTS  
  §

Grantor(s): FJM PROPERTIES, L.P.  
1223 North Rock Road, Building H, Suite 200  
Wichita, Kansas 67206

Grantee: TEXAS MIDSTREAM GAS SERVICES, L.L.C.  
P.O. Box 18162  
Oklahoma City, OK 73154-0162

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Grantor (whether one or more), by these presents does hereby GRANT, BARGAIN and CONVEY unto **TEXAS MIDSTREAM GAS SERVICES, L.L.C.**, an Oklahoma limited liability company, duly authorized to do business in the State of Texas as Grantee, its successors and assigns, all of the following:

1. **Easement.** A permanent easement and right-of-way on, in, over, under, through and across that certain thirty (30') foot by sixty (60') foot tract of land legally described on page 2 of Exhibit A which is attached hereto and made a part hereof by this reference (herein the "**Easement Area**"). The easement and right-of-way on, in, over, under, through and across the Easement Area is for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, relocating within the Easement Area, changing the size of, and removing therefrom pipelines, together with such appurtenant facilities as from time to time are deemed by Grantee to be necessary or desirable in connection with the use and convenient operation of the pipelines, for the transportation of oil, gas, petroleum products, fresh water, saltwater, or any other liquids, gases (including inert gases) or substances which can be transported through pipelines.

2. **Temporary Construction Easements.** A temporary construction easement on, in, over, under, through and across that portion of Grantor's land described in the line table on page 1 of Exhibit A hereto (hereinafter called the "**Temporary Construction Easement Area**"). The temporary construction easement on, in, over, under, through and across the Temporary Construction Easement Area is granted for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors only in connection with and during the original construction of any of the pipelines within the Easement Area. The temporary easement on, in, over, under, through and across the Temporary Construction Easement Area shall automatically terminate and revert to the Grantor, free and clear of any right, title or interest in Grantee, upon the earlier of: (i) the completion of construction of the pipelines within the Easement Area; or (ii) one (1) year following the start of construction of the pipelines.

3. **Grantee Access.** The Grantee shall have the non-exclusive right of continuous access (herein the **"Access Right"**) between the Easement Area and a public street or road over and across the land described in Exhibit B, which is attached hereto and made a part hereof by this reference (herein the

"Grantor's Land"). Notwithstanding the foregoing to the contrary, the Access Right is limited to the road or roads located now, or in the future, on the Grantor's Land, and any gates located on such roads; provided, however, Grantor shall have the right, at any time and from time to time, to further limit the Access Right to a specific road or roads and/or other specific portions of the Grantor's Land by giving Grantee written notice of the specific road or roads and/or other specific portions of the Grantor's Land to which the Access Right is limited and by filing in the public records of Tarrant County, Texas, a written document signed by Grantor or the then owner of the land to which the Access Right is limited, identifying the specific road or roads and/or other specific portions of the Grantor's Land to which the Access Right is limited. Any such limitation of the Access Right must at all times provide a continuous means of access between the Easement Area and a public road over a road or roads and/or other specific portions of the Grantor's Land with a minimum width of twenty-four (24') feet.

4. Grantee Right to Keep Clear Right of Way. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions located within the Easement Area that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and easement herein granted and Grantee, except as otherwise provided for in Section 12 (a) hereof, shall not be liable for damages caused within the Easement Area by keeping such area clear of trees, undergrowth and brush in the exercise of the rights herein granted.

5. Grantee's Cathodic Protection. Grantee shall have the right to cathodically protect the pipelines within the boundaries of the Easement Area, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Easement Area. Except as provided in this Section, Grantee shall have no other above-ground structures within the boundaries of the Easement Area.

6. Pipeline Depth. The pipelines will be buried to a minimum depth of thirty-six inches (36") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground. At those locations where rock is encountered, the pipelines may be buried at a lesser depth.

7. Grantee Future Line Rights. Grantor and Grantee agree that should more pipelines be constructed and laid within the Easement Area after the initial construction period of said pipelines, Grantee shall then pay Grantor three dollars and no/100 cents (\$3.00) per lineal foot for each additional line so constructed and laid, in addition to the damages provided for elsewhere in this Agreement.

8. Initial and Future Damages Caused by Grantee. Except as set forth in Section 4 hereof and after the initial construction, Grantee agrees to pay Grantor for all future damages to livestock, crops, improvements and/or other property of Grantor or any third party permitted to be located within the Easement Area by the terms hereof, or located on any other portion of the Grantor's Land and caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such future construction or other pipeline related activities within the Easement Area or arising out of the use by Grantee or its agents, servants, employees, contractors or subcontractors of any of the rights and/or easements granted herein including, without limitation, the Access Right. Grantor agrees and understands Grantee's consideration herein paid does include payment of the initial damages caused by the initial construction of the pipelines and appurtenances, if any, including temporary work space, crop, timber and land surface damages. Notwithstanding any of the foregoing to the contrary, Grantee shall be liable for any damage to the property of any third party who has the right to use any portion of the Easement Area or Temporary Construction Easement Area pursuant to any of the "Permitted Exceptions" (hereafter defined).

9. Restrictions on Grantor Use of Easement. Except as otherwise provided for in Sections 10 (b) and 12 (b) hereof and subject to the rights of third parties pursuant to the Permitted Exceptions, without the prior written consent of Grantee, Grantor shall not construct within the boundaries of the Easement Area, and Grantee shall have the right to prevent the construction within the boundaries of the Easement Area and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to

trees, brush, roots and other growth. Grantor shall not change the grade of the land within the Easement Area, or remove the cover over the pipelines within the Easement Area without prior, written consent of Grantee.

10. Grantor Reservation of Rights to Easement Area. Grantee does not acquire by this Easement and Right-of-Way Agreement, but expressly takes subject to and Grantor reserves to Grantor and to Grantor's successors and assigns, each and all of the following rights in and to the Grantor's Land:

- (a) All oil, gas, sulphur, uranium, fissional materials, and other minerals ("Grantor's Minerals") under the surface of the Easement to be acquired herein; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Easement, but will be permitted to extract Grantor's Minerals from under the Easement by directional drilling or other means, from land located outside the boundaries of the Easement, so long as Grantee's use of the Easement for the purposes set forth herein is not disturbed and the pipelines and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and
- (b) The right to pass back and forth across the Easement Area on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Easement Area.

11. Grantee Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Each Grantor hereby certifies under oath and subject to penalties of perjury that such Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

12. Special Provisions.

- (a) GRANTEE INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR AND ITS AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST, AND TO REIMBURSE, GRANTOR AND ITS AGENTS, SUCCESSORS AND ASSIGNS WITH RESPECT TO ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, EXPENSES OR CAUSES OF ACTION OF WHATEVER NATURE, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF SUIT PAID OR INCURRED BY OR ASSERTED AGAINST GRANTOR OR ITS AGENTS, SUCCESSORS AND/OR ASSIGNS, AND ARISING OUT OF, DIRECTLY OR INDIRECTLY, GRANTEE'S USE OR THE USE BY GRANTEE'S AGENTS, EMPLOYEES, CONTRACTORS, SUCCESSORS OR ASSIGNS OF THE EASEMENT AREA OR ACCESS RIGHT AND THAT ARE CAUSED BY OR ARISE IN ANY MANNER OUT OF ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS, EMPLOYEES, REPRESENTATIVES OR ANY OTHER PERSON UNDER GRANTEE'S CONTROL OR ACTING AT GRANTEE'S DIRECTION.
- (b) Grantor Reservations Upon Easement. Grantor reserves the right to: (i) pave over the Easement Area or any portion thereof and construct thereon curbs, drives and/or parking areas and to go upon the Easement Area for the purpose of maintaining and repairing such curbs, drives and/or parking areas; and (ii) construct maintain, repair and operate roadways, streets, alleys, sidewalks, bridges, underground communication conduits, electric transmission and distribution lines, telephone lines, water, drainage and sewer pipelines, and other utilities, across the Easement Area at any angle of not less than forty-five degrees (45°) to the pipeline(s) and further agrees that any underground improvements and utilities shall be installed at least thirty-six inches (36") below or above the bottom of the pipeline(s) and shall cross the pipeline(s) at an angle of at least forty-five degrees (45°) to the centerline of the pipeline(s); provided, however, Grantor shall exercise any of the rights reserved in such a manner so that:

- Grantee's pipeline and facilities located on the Easement shall not be endangered, obstructed, injured or interfered with;
- Grantee's access to the Easement Area and its pipeline(s) and facilities located therein is not interfered with;
- Grantee shall not be prevented from traveling within and along the entire length of the Easement Area on foot or in vehicles or machinery;
- the pipeline(s) is/are left with at least the same amount of cover originally installed to allow safe operation of the pipeline(s);
- the pipeline(s) is/are left with proper, sufficient and permanent support;
- Grantee's use of the Easement Area for the purposes set forth herein is not unreasonably impaired or interfered;
- Grantor shall notify Grantee in writing at least sixty (60) days in advance of any such use within the Easement Area; and

(c) Grantee Abandonment. Grantee agrees that, in the event of the complete non-use of said pipeline by Grantee, its successors or assigns, for a period of two (2) consecutive years after the pipeline has been placed into full service, this Easement and right of way shall be considered abandoned and Grantee shall furnish at its expense, upon receipt of written request from Grantor, a release of the Easement and right of way, in which event Grantee shall have the right to abandon the pipeline or remove said pipeline.

13. Grantee Assignment. Grantee, and Grantee's successors and assigns, will have the right to assign or transfer this Easement and Right of Way Agreement in whole or in part. Grantee shall continue to liable for the performance of all of its obligations under this Easement and Right of Way Agreement notwithstanding any such assignment.

14. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

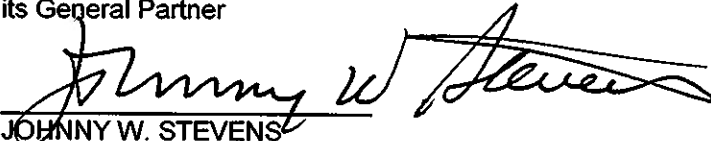
15. Entire Agreement. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement Area for the purposes stated herein. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Easement and Right-of-Way Agreement.

TO HAVE AND TO HOLD the easement herein granted encumbering the Easement Area together with all and singular the privileges and appurtenances thereto in anywise belonging unto Grantor, its successors and assigns, forever, subject, however, to those matters (herein the "**Permitted Exceptions**") described in Exhibit C, which is attached hereto and made a part hereof by this reference. Subject to the terms and provisions of this agreement, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Easement Area, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

EXECUTED this 10<sup>th</sup> day of September, 2010.

**GRANTOR:** FJM PROPERTIES, L.P.  
a Texas limited partnership

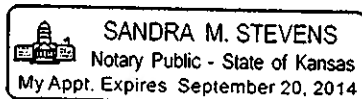
**By:** FJM GENERAL, INC.  
a Texas corporation  
its General Partner

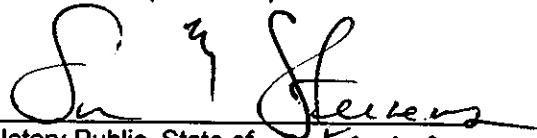
  
JOHNNY W. STEVENS  
President

ACKNOWLEDGEMENT

STATE OF Kansas §  
§  
COUNTY OF Sedgwick §

This instrument was acknowledged before me on the 10<sup>th</sup> day of Sept., 2010 by Johnny W. Stevens, as President, FJM General, Inc., a Texas corporation, in its capacity as general partner of FJM Properties, L.P., a Texas limited partnership, on behalf of said partnership.



  
Notary Public, State of Kansas  
Printed Name: Sandra M Stevens  
Commission Expires: 9-20-2014

**EXHIBIT A**





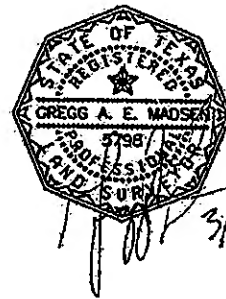
## EXHIBIT

FIELD NOTES - CENTERLINE DESCRIPTION  
30' WIDE PERMANENT EASEMENT

BEING A TRACT OF LAND LOCATED IN THE JOHN F. HEATH SURVEY, ABSTRACT No. 641, TARRANT COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO FJM PROPERTIES, L.P., RECORDED IN VOLUME 15367, PAGE 209, DEED RECORDS, TARRANT COUNTY, TEXAS, (D.R.T.C.T.), AND BEING A STRIP OF LAND, 30 FEET WIDE, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE WEST LINE OF SAID FJM PROPERTIES TRACT AND THE EAST RIGHT-OF-WAY LINE OF GULF, COLORADO & SANTA FE RAILWAY COMPANY, FROM WHICH A PK NAIL FOUND BEARS N 14°34'07" E, 843.33 FEET, SAID PK NAIL BEING THE NORTH CORNER OF SAID FJM PROPERTIES TRACT AND IN THE SOUTH RIGHT-OF-WAY LINE OF DIRKS ROAD;

THENCE S 78°53'56" E, DEPARTING THE WEST LINE OF SAID FJM PROPERTIES TRACT AND THE EAST RIGHT-OF-WAY LINE OF SAID RAILWAY COMPANY, 60.03 FEET TO A POINT IN THE EAST LINE OF A 60 FOOT WIDE T.E.S.CO. EASEMENT & RIGHT-OF-WAY, RECORDED IN VOLUME 7511, PAGE 1549, D.R.T.C.T.



THIS SURVEY WAS MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF GREGG A.E. MADSEN, R.P.L.S. NO. 5798 DURING THE MONTHS OF JUNE 2009 THRU JULY 2009. ALL BEARINGS RECITED HEREIN ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983, REFER TO THE ACCOMPANYING EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

2	3/9	LR	REV. PERM ESMT. & SEPARATE VSE	JH
1	8/6	CLM	REVISED PERMANENT EASEMENT	JH
REV. DATE	BY	DESCRIPTION		
PROJECT NO. IX-TARR-RRIF-012.00 TX-TARR-RRIF-014.00				
SURVEYOR PREPARING THIS EXHIBIT: <b>WIER &amp; ASSOCIATES, INC.</b>				
DRAWN BY: CLM		DATE: 07-09-2009		DWG. NO.
CHECKED BY: <i>JA</i>		DATE: 03-10-2010		REV.
SCALE: N/A		APP: <i>CA</i>		2 OF 2
				2

17:50 WAJ 09017.05 TX-TARR-RRIF-012.00-014.00-2-Rev2.dwg

**EXHIBIT B**

BEING a 59.961 acre tract of land in the J.F. Heath Survey, Abstract Number 641, situated in the City of Fort Worth, Tarrant County, Texas, and being a portion of that certain tract of land described in deed to FJM Properties, L.P., recorded in Volume 15387, Page 209, Deed Records, Tarrant County, Texas. The bearings for this survey are based on the bearings as they appear in Volume 15387, Page 209, Deed Records, Tarrant County, Texas. Said 59.961 acre tract of land being described by metes and bounds as follows:

BEGINNING at a capped 5/8" iron rod stamped TNP found on the east right of way line of the Fort Worth and Western Railroad, a 100' railroad right of way, same being the west line of the said FJM Properties tract and being at the northwest corner of that certain tract of land described in deed to Crowley Independent School District recorded in Instrument Number D206403392, Deed Records, Tarrant County, Texas;

THENCE continuing along the said railroad right of way and along the said west line the following courses and distances:

North 2°55'00" West, a distance of 441.18 Feet to a ½" iron rod found;

North 1°54'00" West, a distance of 100.00 Feet to a ½" iron rod found;

North 0°08'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 2°10'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 4°12'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 6°14'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 8°16'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 10°18'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 12°20'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 14°10'00" East, a distance of 80.30 Feet to a ½" iron rod found;

North 14°38'03" East, a distance of 779.02 Feet to a PK nail set in Dirks Road, a variable width public right of way at the northwest corner of the said FJM Properties tract, same being the northwest corner of that certain road easement recorded in Instrument Number D209318516, Deed Records, Tarrant County, Texas;

THENCE continuing along north line of the said FJM Properties tract and along the north line of the said road easement, the following courses and distances:

South 74°51'22" East, a distance of 803.72 Feet to a PK Nail set ;

South 15°21'33" West, a distance of 58.93 Feet to a ½" iron rod with a plastic cap stamped RPLS 4818 set;

South 74°38'57" East, a distance of 146.91 Feet to a 5/8" iron rod found at the beginning of a curve, concave to the north, having a radius of 2705.47 Feet, a central angle of 4°12'12", and a chord of 198.43 Feet bearing South 76°44'30" East;

Easterly along the arc of said curve, a distance of 198.47 Feet to a ½" iron rod with a plastic cap stamped RPLS 4818 set;

South 39°48'04" East, a distance of 15.43 Feet to an "X" cut set in concrete at the intersection of Dirks Road and the west right of way line of Granbury Road, a 120' public right of way;

THENCE South 0°16'44" East, along the said west right of way line, a distance of 287.00 Feet to a ½" iron rod with a plastic cap stamped RPLS 4818 set at the northwest corner of a variable width road easement recorded in Instrument D209075491, Deed Records, Tarrant County, Texas;

THENCE leaving the said west right of way line, and continuing along the north, east and south lines of the said road easement, the following courses and distances:

North 89°43'16" East, a distance of 61.81 Feet;

South 0°35'23" East, a distance of 844.60 Feet to a ½" iron rod with a plastic cap stamped RPLS 4818 set;

South 89°24'36" West, a distance of 59.07 Feet to a ½" iron rod with a plastic cap stamped RPLS 4818 set on the said west right of way line;

THENCE South 0°36'43" East, along the said west right of way line, a distance of 657.88 Feet to a ½" iron rod with a plastic cap stamped RPLS 4818 set at the northeast corner of the said Crowley Independent School District tract;

THENCE continuing along the north line of the said Crowley Independent School tract the following courses and distances:

South 89°24'39" West, a distance of 295.80 Feet to a ½" iron rod found;

North 0°35'21" West, a distance of 100.78 Feet to a 5/8" iron rod stamped TNP found;

South 89°24'39" West, a distance of 1094.50 Feet to the POINT OF BEGINNING, and containing a computed area of 59.961 Acres, more or less.

**EXHIBIT C**

**(Permitted Exceptions)**

All easements, restrictions and other matters of public record encumbering or affecting the Grantor's Land including, without limitation, the following:

Oil and Gas Lease dated April 14, 2005, recorded by Memorandum of Oil and Gas Lease as Document No. D205153962, Official Public Records, Tarrant County, Texas, from FJM Properties, L.P. (the "Lessor") in favor of Four Sevens Oil Co., Ltd, as amended by Change of Lease Description dated effective April 14, 2005, between Lessor and Chesapeake Exploration Limited Partnership, recorded as Instrument No. D205312893, Official Public Records, Tarrant County, Texas.

Easement and Right of Way executed by Lester C. Weatherby, as Grantor, in favor of Texas Electric Service Company, as Grantee, recorded in Volume 7511, Page 1549 of the Deed Records of Tarrant County, Texas.